

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Manufacturing Co., Inc.		08/09/2007	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	New Spring Mezzanine Capital, L.P.		
Street Address:	555 Lancaster Avenue		
Internal Address:	Radnor Financial Center, Suite 520		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1668219	NATIONAL	
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	215/981-4547		
Email:	leonardm@pepperlaw.com		
Correspondent Name:	Michael J. Leonard		
Address Line 1:	EIGHTEENTH AND ARCH STREETS		
Address Line 2:	3000 Two Logan Square		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	120041.14 NATL MANUF.		
NAME OF SUBMITTER:	Michael Leonard		
Signature:	/Michael Leonard/		

OP \$40.00 1668219

900085324

TRADEMARK
REEL: 003608 FRAME: 0527

Date:

08/24/2007

Total Attachments: 4

source=secty001#page1.tif

source=secty001#page2.tif

source=secty001#page3.tif

source=secty001#page4.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT dated August 9, 2007, is made by National Manufacturing Co., Inc., a New Jersey corporation (the "Grantor"), in favor of New Spring Mezzanine Capital, L.P., a Delaware limited partnership (the "Lender").

WHEREAS, Grantor has entered into a Subordinated Loan and Warrant Purchase Agreement with Lender dated of even date herewith (as it may be amended, restated or modified from time to time, the "Loan and Purchase Agreement") pursuant to which the Lender, subject to the terms and conditions therein, is to make a loan to Grantor and purchase warrant to acquire certain shares of common stock of the Grantor (the "Warrant"); and

WHEREAS, it is a condition precedent to the Lender's making the loan to the Grantor and purchasing the Warrant under the Loan and Purchase Agreement that the Grantor grant a security interest to Lender in, among other property, intellectual property of Grantor and execute this Intellectual Property Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Loan and Purchase Agreement.

Section 2. Grant of Security. Grantor hereby grants to Lender a security interest in and to all of Grantor's right, title and interest and to the following (the "Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule I hereto, and (ii) all reissues, extensions or renewals thereof.

Section 3. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all of the indebtedness, obligations and liabilities of any kind and description arising in any way of any Company to the Lender or to any affiliate of the Lender, individual or collective, joint or several, direct or indirect, absolute or contingent, secured or unsecured due or to become due, contractual or tortious, arising by operation of law or otherwise, now existing or hereafter arising under or in respect of any of the Loan and Purchase Agreement, the Note, the Warrant and any other Loan Document, whether incurred by Grantor as principal, surety, endorser, guarantor, accommodation party or otherwise, including without limitation any future advances, whether obligatory or voluntary under, or refinancings, renewals or extensions of or substitutions for, any existing or future debt, principal, interest and fees, late fees and expenses (including, attorneys'

fees and costs), or that have been or may hereafter be contracted or incurred and any and all costs, expenses and liabilities which may be made or incurred by Lender in any way in connection with any of the Obligations (as defined in the Security Agreement described in the Loan and Purchase Agreement) or any collateral security therefore.

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks, and any other applicable government officer record this IP Security Agreement.

Section 5. Execution of Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan and Purchase Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Loan and Purchase Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 7. Governing Law. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws provisions thereof.

(Signature Page Follows)

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NATIONAL MANUFACTURING CO., INC.

By: 

Name: Robert J. Staudacher

Title: President

SCHEDULE I

Trademark	Current Owner of Record	Serial Number/ Registration Number	Filing Date Registration Date	International Classes
NATIONAL	National Manufacturing Co., Inc. (Chatham, NJ)	74/122727 1668219	12/12/90 12/17/91	6